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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------|---------------------------|----|---------------------|
| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE<br/>SUPPLEMENTAL LEASE AGREEMENT</b>                                                                                                                                                                                                                           | <b>SUPPLEMENTAL AGREEMENT NO.</b><br>39 | <b>DATE</b><br>DEC 08 2011 |                           |    |                     |
| <b>TO LEASE NUMBER LDC70315</b>                                                                                                                                                                                                                                                                                                |                                         |                            |                           |    |                     |
| <b>ADDRESS OF PREMISES</b><br>Judiciary Center<br>555 4th Street, NW<br>Washington, DC 20001-2733                                                                                                                                                                                                                              |                                         |                            |                           |    |                     |
| THIS AGREEMENT, made and entered into this date by and between<br>whose address is:                                                                                                                                                                                                                                            |                                         |                            |                           |    |                     |
| C/O WOODMARK REAL ESTATE SERVICES, LLC<br>1025 THOMAS JEFFERSON ST., NW, SUITE 170<br>WASHINGTON, DC 20007-5228                                                                                                                                                                                                                |                                         |                            |                           |    |                     |
| Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:                                                                                                                                                                                                                            |                                         |                            |                           |    |                     |
| WHEREAS, the parties hereto desire to amend the above Lease.                                                                                                                                                                                                                                                                   |                                         |                            |                           |    |                     |
| NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:                                                                                                                                                                                           |                                         |                            |                           |    |                     |
| Issued to reflect the annual Downtown Business Improvement District tax provided for by Supplemental Lease Agreement.                                                                                                                                                                                                          |                                         |                            |                           |    |                     |
| Oct. through Mar. bill                                                                                                                                                                                                                                                                                                         | \$                                      | 23,635.65                  | Prorated for Jan thru Mar | \$ | 11,817.83           |
| Second & Third Qtrs                                                                                                                                                                                                                                                                                                            | \$                                      | 23,635.65                  |                           | \$ | 23,635.65           |
| Oct. through Mar. bill                                                                                                                                                                                                                                                                                                         | \$                                      | 23,635.65                  | Prorated for Oct thru Dec | \$ | 11,817.83           |
| Total Comparison Year                                                                                                                                                                                                                                                                                                          |                                         | 2010                       |                           | \$ | <u>47,271.30</u>    |
| Total Base Year                                                                                                                                                                                                                                                                                                                |                                         | No Base                    |                           |    | <u>None</u>         |
| Government Share (Percentage Occupancy by Government)                                                                                                                                                                                                                                                                          |                                         |                            |                           |    | 100.00%             |
| Amount Due for Current Year                                                                                                                                                                                                                                                                                                    |                                         |                            |                           |    | <u>\$ 47,271.30</u> |
| The lessor is entitled to a one-time lump sum payment for the Downtown BID tax in the amount of :                                                                                                                                                                                                                              |                                         |                            |                           |    | \$ 47,271.30        |
| payable with the next rent check. The amount is payable to:                                                                                                                                                                                                                                                                    |                                         |                            |                           |    |                     |
| NSP VENTURES CORPORATION<br>C/O WOODMARK REAL ESTATE SERVICES, LLC<br>1025 THOMAS JEFFERSON ST., NW, SUITE 170<br>WASHINGTON, DC 20007-5228                                                                                                                                                                                    |                                         |                            |                           |    |                     |
| All other terms and conditions of the lease shall remain in force and effect.                                                                                                                                                                                                                                                  |                                         |                            |                           |    |                     |
| IN WITNESS WHEREOF, the parties subscribed their names as of the above date.                                                                                                                                                                                                                                                   |                                         |                            |                           |    |                     |
| <b>LESSOR: NSP VENTURES CORPORATION</b>                                                                                                                                                                                                                                                                                        |                                         |                            |                           |    |                     |
| BY _____<br><div style="display: flex; justify-content: space-between; width: 100%;"> <span>Signature</span> <span>Title</span> </div>                                                                                                                                                                                         |                                         |                            |                           |    |                     |
| IN THE PRESENCE OF<br><div style="display: flex; justify-content: space-between; width: 100%;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Signature</span> <span>Address</span> </div>                                                      |                                         |                            |                           |    |                     |
| <b>UNITED STATES OF AMERICA</b><br>(b) (6)                                                                                                                                                                                                                                                                                     |                                         |                            |                           |    |                     |
| BY _____<br><div style="display: flex; justify-content: space-between; width: 100%;"> <span>Signature</span> <span>Contracting Officer, GSA, Office of Leasing</span> </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <span><i>Jeff T. Berenson</i></span> <span>Official Title</span> </div> |                                         |                            |                           |    |                     |